

January 23, 1986

MEMORANDUM

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: RICARDO A. MILLETT, ASSISTANT DIRECTOR FOR
COMMUNITY PLANNING AND DEVELOPMENT AND
MARIA FARIA, SOUTH END PROJECT COORDINATOR

RE: SOUTH END URBAN RENEWAL AREA, PROJECT NO. MASS. R-56
PROCLAIMER OF MINOR MODIFICATIONS OF THE URBAN RENEWAL
PLAN OF PARCEL PB-1 AND THE APPROVAL OF THE DIRECTOR'S
ENTERING AN AGREEMENT WITH 2 CLARENDON STREET REALTY
PARTNERSHIP ON 2 CLARENDON STREET

Parcel PB-1, containing approximately 24,933 square feet of land, is bounded by Montgomery Street, Clarendon Street and Warren Avenue in the South End Urban Renewal Area, Project No. R-56. This parcel contains four 4-story brick buildings, a former three-story brick fire station, and the former Clarendon Street Baptist Church at 2 Clarendon Street.

The Clarendon Street Baptist Church is currently owned by the Church of Christ in Lexington. 2 Clarendon Street Realty Partnership (the Partnership), is a partnership formed by Messrs. Roger E. Tackeff and Michael A. Leabman of 50 Berkeley Street, Boston. Mr. Tackeff and Mr. Leabman are Chairman of the Board and President respectively of Renaissance Properties, Inc. The Partnership has entered into a Purchase and Sale Agreement regarding the acquisition of the shell of the church. It will acquire the structure and the parcel of land on which it is located upon execution of an agreement with the Authority.

According to the 1966 South End Urban Renewal Plan, Parcel PB-1 was identified as a re-use Parcel scheduled for acquisition and demolition in order to expand the playground adjacent to the Mackey School. Due to changes in the School Department's Unified Facilities Plan, the School Department no longer requires this expansion space.

In order to proceed with the development of the former church the Partnership is requesting that the Authority adopt minor modifications to the South End Urban Plan: (1) deletion of a portion of Parcel PB-1 identified as the Clarendon Street Baptist Church and the land on which it is located at

2 Clarendon Street from the acquisition plan; (2) amendment of Section 602 thereof, Table A, "Land Use and Building Requirements" by changing Permitted Land Uses from playground and underground parking to residential and parking uses and by deleting from Planning and Design Requirements I, N, GG; (3) authorization for the Director to proclaim by certificate these minor modifications.

Section 1201 of the South End Urban Renewal Plan provides that modification of the Plan may be made by the Authority when such modifications are found to be, in the reasonable opinion of the Authority, minor, and not substantial or material alterations of the Plan.

The Partnership has agreed to preserve and restore the remaining masonry shell of the church as part of the reconstruction. The proposal calls for the reconstruction of the shell of the church structure into approximately 60 moderate priced condominium units, with 13 interior parking spaces at a cost of \$7.6 million. The Bank of Boston will finance this project. The construction of the improvements to the structure will begin about July 1, 1986 and is expected to be completed and occupied by September 1, 1987.

The plans were formally presented by the Partnership to the Ellis Neighborhood Association's architectural committee to secure their input and support for the project. In order to involve community opinion for the design elements of the project, a development review committee will be formed by representatives from each neighborhood group from the geographical area and the South End Historical Society. The development review committee will be the Authority's advisory body throughout the design approval process under the development review procedures. The Authority design staff will review the three phases of the design documentation, which consist of the Schematic Design Plans, the Design Development Plans, and Final Plans and Specifications.

The partners of the Partnership have lived in the South End for more than a decade and have developed approximately 150 units of housing. The well-known Dartmouth Square project, formerly the Bancroft and Rice Schools, has been awarded the Massachusetts Historical Commission's Preservation Award and the National Association of Home Builders' highest award for adaptive re-use.

The principal architect, James Alexander, is a partner of the nationally renowned firm of Notter, Finegold & Alexander. He is also the acting Chairman of the South End Landmark Commission. The Boston Preservation Alliance and several neighborhood groups have recommended this architectural firm.

It is, therefore, recommended that the Authority adopt the attached resolution modifying the South End Urban Renewal Plan by deleting Clarendon Street Baptist Church, located at 2 Clarendon Street from the acquisition plan, and by amending Section 602 Table A thereof: "Land Use and Building Requirements" from playground and underground parking to residential and parking uses and by making other changes as are specified above. Furthermore, it is also recommended that the Authority enter into an agreement with 2 Clarendon Street Realty Partnership in order that the development of the former Clarendon Street Baptist Church can proceed in a timely fashion.

Appropriate Votes Follow:

VOTED: To adopt the attached Resolution regarding a Proclaimer of Minor Modification of the South End Urban Renewal Area plan for Parcel PB-1; such modification is necessary to effectuate the development of the former Clarendon Street Baptist Church at 2 Clarendon Street approved by the Authority;

VOTED: To authorize the Director to enter into and perform an Agreement with 2 Clarendon Street Realty Partnership regarding the development of said Clarendon Street Baptist Church, which Agreement shall be in substantially the form attached hereto.

RESOLUTION OF THE BOSTON REDEVELOPMENT AUTHORITY

RE: MODIFICATION OF THE URBAN RENEWAL PLAN OF THE SOUTH END URBAN RENEWAL AREA, PROJECT NO. MASS. R-56 AND AUTHORIZATION TO PROCLAIM BY CERTIFICATE THIS MINOR MODIFICATION.

WHEREAS, the Urban Renewal Plan for the South End Urban Renewal Area was adopted by the Boston Redevelopment Authority on September 23, 1965 and approved by the City Council of the City of Boston on December 6, 1965; and

WHEREAS, Section 1201 of Chapter 12 of said Plan entitled: "Modifications" provides that the Urban Renewal Plan may be modified at any time by the Boston Redevelopment Authority without further approval provided that the proposed modifications do not substantially or materially alter or change the Plan; and

WHEREAS, it is opinion of the Authority that the proposed minor modification with respect to Parcel PB-1 is consistent with the objectives of the South End Urban Renewal Plan; and

WHEREAS, the Authority is cognizant to Chapter 781 of the Acts and Resolves of 1972 with respect to minimizing and preventing damage to the environment; and

WHEREAS, the proposed amendment to the Plan is a minor change and may be adopted within the discretion of the Authority pursuant to Section 1201 of said Plan;

NOW, THEREFORE, BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY THAT

Pursuant to Section 1201 thereof, the South End Urban Renewal Plan, Mass. R-56, be and hereby is amended by:

1. That Map No. 1 "Property Map," is hereby modified by deletion therefrom of Clarendon Street Baptist Church and the land on which it is located at 2 Clarendon Street as property to be acquired for public facilities;
2. That Map No. 2 "Proposed Land Use" is hereby modified by changing the designation thereon of Clarendon Street Baptist Church and the land on which it is located at 2 Clarendon Street from property to be used for institutional use to property to be used for residential use;

3. That Map No. 3 "Reuse Parcels" is hereby modified by deleting Clarendon Street Baptist Church and the land on which it is located at 2 Clarendon Street from Parcel PB-1;
4. That Chapter VI, "Land Use, Building Requirement and Other Controls," Section 602, Table A "Land Use and Building Requirements" is hereby modified by changing the Permitted Land Use at Clarendon Street Baptist Church and the land on which it is located at 2 Clarendon Street from playground and underground parking to residential and parking uses and by deleting from Planning and Design Requirements I, N and GG.
5. That the proposed modification is found to be a minor modification which does not substantially or materially alter or change the Plan;
6. That all other provisions of said Plan not inconsistent herewith be and are continuing in full force and effect;
7. That it is hereby found and determined that the proposed development will not result in significant damage to or impairment of the environment and further, that all practicable and feasible means and measures have been taken and are being utilized to avoid or minimize damage to the environment; and
8. That the Director be and hereby is authorized to proclaim by certificate these minor modifications of the Plan, all in accordance with the provisions of the Urban Renewal Handbook, RHM7207.1, Circular dated June 3, 1970.

74011



PROPERTY ACQUIRED FOR CLEARANCE
AND REDEVELOPMENT

PROPERTY ACQUIRED FOR PUBLIC FACILITIES

PROPERTY ACQUIRED FOR REHABILITATION

PROPERTY ACQUIRED BY STATE D.P.W. FOR
INNER BELT HIGHWAY RIGHT-OF-WAY

CASTLE SQUARE
EARLY LAND ACQUISITION

PROPERTY MAP

DESIGNED BY	JK	REVISION	AUG 65
CHECKED BY	JK	DATE	
SCALE		FILE NO	
DATE	MAY 65	SHEET	1 OF 12

**South End
Urban Renewal
Area R-56**

BOSTON REDEVELOPMENT AUTHORITY





- RESIDENTIAL
- COMMERCIAL
- OPEN SPACE
- INSTITUTIONAL
- INDUSTRIAL

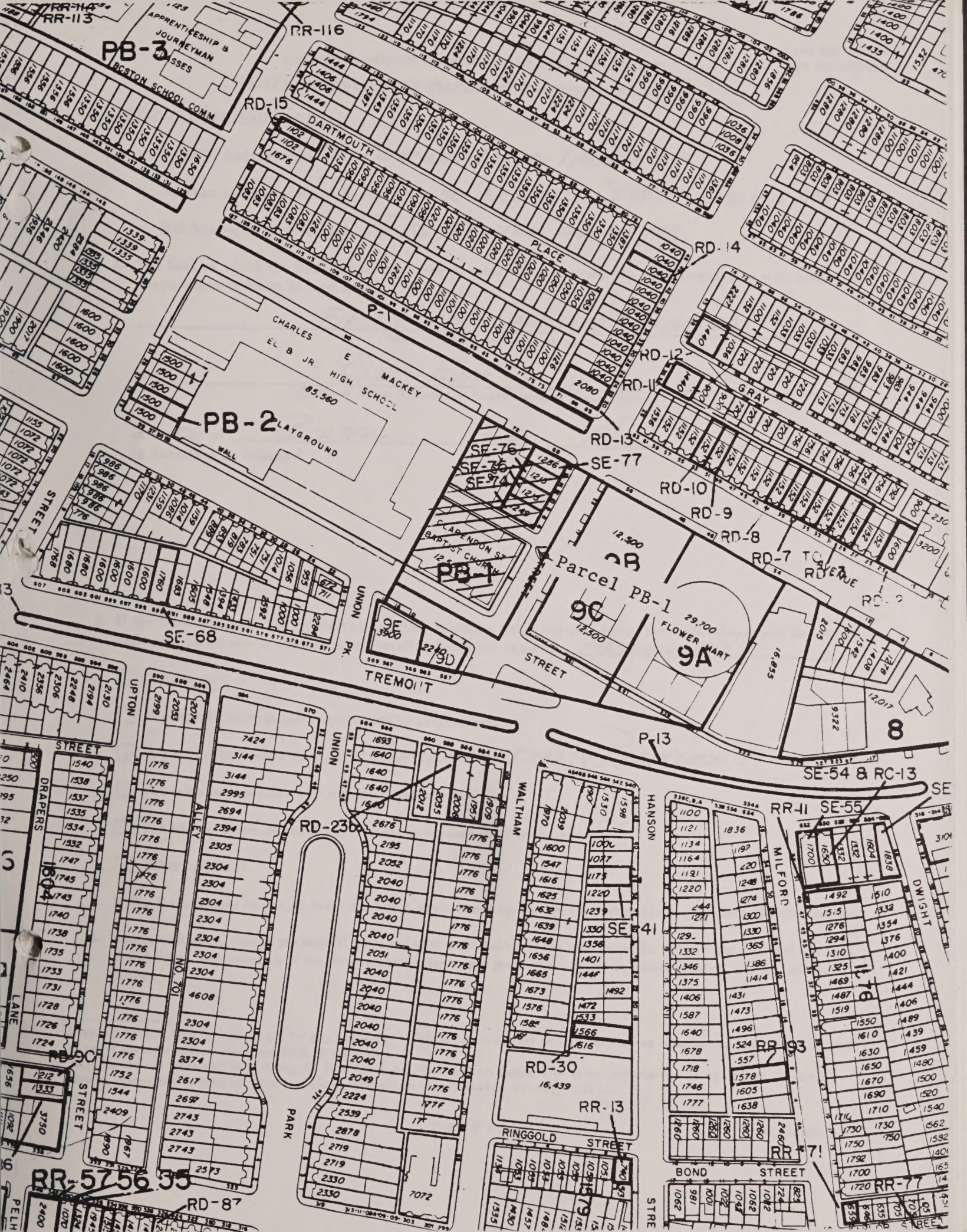


PROPOSED LAND USE			
DESIGNED BY	D'WH	REVISION	AUG 65
APPROVED BY	JK	SCORE NO	
SCALE		FILE NO	
DATE	MAY 1960 2-12		



South End
Urban Renewal
Area R-56

BOSTON REDEVELOPMENT AUTHORITY



PART I - REDEVELOPER'S STATEMENT FOR PUBLIC DISCLOSURE ¹

A. REDEVELOPER AND LAND

1. a. Name of Redeveloper: TWO CLARENDON REALTY PARTNERSHIP
 b. Address and ZIP Code of Redeveloper: 50 BECKLEY STREET BOSTON MA.
 c. IRS Number of Redeveloper: TO BE APPLIED FOR w/ IRS.
2. The land on which the Redeveloper proposes to enter into a contract for, or understanding with respect to, the purchase or lease of land from

FIRST CHRIST CHURCH of LEXINGTON
 (Name of Local Public Agency)

in SOUTH END
 (Name of Urban Renewal or Redevelopment Project Area)

in the City of BOSTON, State of MA.
 is described as follows ²

3. If the Redeveloper is not an individual doing business under his own name, the Redeveloper has the status indicated below and is organized or operating under the laws of MASSACHUSETTS:

☐ A corporation.

☐ A nonprofit or charitable institution or corporation.

☒ A partnership known as TWO CLARENDON REALTY PARTNERSHIP

☐ A business association or a joint venture known as

☐ A Federal, State, or local government or instrumentality thereof.

☐ Other (explain)

4. If the Redeveloper is not an individual or a government agency or instrumentality, give date of organization:

5. Names, addresses, title of position (if any), and nature and extent of the interest of the officers and principal members, shareholders, and investors of the Redeveloper, other than a government agency or instrumentality, are set forth as follows:

¹ If space on this form is inadequate for any requested information, it should be furnished on an attached page which is referred to under the appropriate numbered item on the form.

² Any convenient means of identifying the land (such as block and lot numbers or street boundaries) is sufficient. A description by metes and bounds or other technical description is acceptable, but not required.

PART I - REDEVELOPER'S STATEMENT FOR PUBLIC DISCLOSURE (Continued)

- a. If the Redeveloper is a corporation, the officers, directors or trustees, and each stockholder owning more than 10% of any class of stock¹.
- b. If the Redeveloper is a nonprofit or charitable institution or corporation, the members who constitute the board of trustees or board of directors or similar governing body.
- c. If the Redeveloper is a partnership, each partner, whether a general or limited partner, and either the percent of interest or a description of the character and extent of interest.
- d. If the Redeveloper is a business association or a joint venture, each participant and either the percent of interest or a description of the character and extent of interest.
- e. If the Redeveloper is some other entity, the officers, the members of the governing body, and each person having an interest of more than 10%.

NAME, ADDRESS, AND ZIP CODEPOSITION TITLE (if any) AND PERCENT OF INTEREST OR
DESCRIPTION OF CHARACTER AND EXTENT OF INTEREST

ROGER E TACKER
121 W Newton St
Boston MA

70% PARTNERSHIP INTEREST

MICHAEL A. LEARMAN
63 APPLETON ST
Boston MA.

30% PARTNERSHIP INTEREST

6. Name, address, and nature and extent of interest of each person or entity (not named in response to Item 5) who has a beneficial interest in any of the shareholders or investors named in response to Item 5 which gives such person or entity more than a computed 10% interest in the Redeveloper (for example, more than 20% of the stock in a corporation which holds 50% of the stock of the Redeveloper; or more than 50% of the stock in a corporation which holds 20% of the stock of the Redeveloper):

NAME, ADDRESS, AND ZIP CODEDESCRIPTION OF CHARACTER AND EXTENT OF INTEREST

7. Names (if not given above) of officers and directors or trustees of any corporation or firm listed under Item 5 or Item 6 above:

B. RESIDENTIAL REDEVELOPMENT OR REHABILITATION

(The Redeveloper is to furnish the following information, but only if land is to be redeveloped or rehabilitated in whole or in part for residential purposes.)

¹ If a corporation is required to file periodic reports with the Federal Securities and Exchange Commission under Section 13 of the Securities Exchange Act of 1934, so state under this Item 5. In such case, the information referred to in this Item 5 and in Items 6 and 7 is not required to be furnished.

PART I - REDEVELOPER'S STATEMENT FOR PUBLIC DISCLOSURE (Continued)

Form Approved
OMB No. 63R-0867

1. State the Redeveloper's estimates, exclusive of payment for the land, for:

- a. Total cost of any residential redevelopment. \$ 8,800,000
 b. Cost per dwelling unit of any residential redevelopment (INCLD \$ 102 BLDG UNIT) . . . \$ 125,000
 c. Total cost of any residential rehabilitation \$
 d. Cost per dwelling unit of any residential rehabilitation \$

2. a. State the Redeveloper's estimate of the average monthly rental (if to be rented) or average sale price (if to be sold) for each type and size of dwelling unit involved in such redevelopment or rehabilitation:

TYPE AND SIZE OF DWELLING UNIT	ESTIMATED AVERAGE MONTHLY RENTAL	ESTIMATED AVERAGE SALE PRICE
1-BR	\$	109,375-
2-BR	\$	148,750.

b. State the utilities and parking facilities, if any, included in the foregoing estimates of rentals;

PROVISION FOR 13 PARKING SPACES

c. State equipment, such as refrigerators, washing machines, air conditioners, if any, included in the foregoing estimates of sales prices: REFRIGERATORS, STOVES, DISHWASHERS, HEAT PUMPS, DISPOSALS.

CERTIFICATION

I (We)¹ROGER E TACKETT,
PARTNER - TWO CARENDA REALTY
PNSHcertify that this Redeveloper's Statement for Public Disclosure is true and correct to the best of my (our) knowledge and belief.²

Dated: 1-17-86

Dated: _____

Signature

Signature

Title

Title

Address and ZIP Code

Address and ZIP Code

¹ If the Redeveloper is an individual, this statement should be signed by such individual; if a partnership, by one of the partners; if a corporation or other entity, by one of its chief officers having knowledge of the facts required by this statement.² Penalty for False Certification: Section 1001, Title 18, of the U.S. Code, provides a fine of not more than \$10,000 or imprisonment of not more than five years, or both, for knowingly and willfully making or using any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry in a matter within the jurisdiction of any Department of the United States.



BANK OF BOSTON

John A. DeCamp III
Vice President

January 14, 1986

Mr. Roger E. Tackeff, Chairman
Renaissance Properties, Inc.
50 Berkeley Street
Boston, MA 02116

RE: Clarendon Street Baptist Church
2 Clarendon Street, Boston, MA

Dear Roger:

This is to confirm that our commitment letter of December 23, 1985 concerning a \$7,600,000.00 loan for the acquisition and rehabilitation of 2 Clarendon Street, Boston, MA (the "Commitment") is modified in the following respects:

1. Due to your need for zoning relief, parcel de-designation and project approval from the Boston Redevelopment Authority and a building permit, at the present time we will grant Renaissance Properties, Inc. a first mortgage acquisition loan in the amount of \$1,000,000 for a term of ninety (90) days, guaranteed by Renaissance Properties, Inc., Roger E. Tackeff and Michael Leabman and secured by a first mortgage on 2 Clarendon Street, Boston, MA, in partial fulfillment of the commitment letter.
2. The expiration date of the commitment letter is hereby extended until April 15, 1986.
3. The portion of the commitment fee for the acquisition loan will be payable at acquisition closing and the balance at construction closing.



BANK OF BOSTON

4. A full construction closing will occur when parcel designation and project approval from the Boston Redevelopment Authority, zoning relief, a building permit and all other public approvals necessary for construction are obtained, and all other requirements and conditions of the Commitment letter dated December 23, 1985 have been fulfilled.

Very truly yours,

John A. DeCamp, III
Vice President

Miguel J. Matos
Real Estate Division

Acceptance

This amendment to the Commitment is accepted this _____ day
of January, 1986.

Roger E. Tackeff

20,139 (72)
1/16/86/jmk
9488R

RENAISSANCE PROPERTIES

BALANCE SHEET
APRIL 30, 1985
UNAUDITED

ASSETS

CURRENT ASSETS

CASH	\$	3,162.21	
CASH ON HAND		500.00	
CASH-MONEY MARKET		69,403.03	
CASH CONSTRUCTION		(326.00)	
CASH-321-CONSTRUCTION		89.24	
DUE TO/FROM AFFILIATES		20,038.77	
EQUITY INTO SCHOOLS		126.75	
ACCOUNTS RECEIVABLE		1,465.00	
SCHOOLS		5,767.30	
LOANS-EMPLOYEES		310.00	
LOANS OFFICERS-MAL		133.09	
MORTGAGE RECEIVABLE		10,250.00	
SECOND MORTG REC-OFFICERS		36,389.76	
INTEREST RECEIVABLE		9,470.91	
CONDO TRUST RECEIVABLES		2,246.91	
STOCK SUBSCRIPTION RECVBL		22,273.54	
DUE FROM KEARSARGE		205.95	
LAND		43,753.77	
CONSTRUCTION IN PROGRESS			
321 COLUMBUS AVE.		52,404.52	
CONSTRUCTION IN PROGRESS			
VESPER GEORGE		(84,623.60)	
CONSTRUCTION IN PROGRESS		24,899.10	
PREPAID EXPENSES		4,270.00	
DEPOSITS-REAL ESTATE		2,000.00	

TOTAL CURRENT ASSETS			\$ 224,210.25

PROPERTY AND EQUIPMENT

TRANSPORTATION	\$	32,455.00	
ACCUMULATED DEPRECIATION		23,911.00	8,544.00

OFFICE FURNITURE & FIXT		30,612.26	
ACCUMULATED DEPRECIATION		15,563.00	15,049.26
		-----	-----
TOTAL PROPERTY AND EQUIP			23,593.26

OTHER ASSETS

UTILITY DEPOSITS		1,320.00	
ORGANIZATION EXP (NET)		150.00	

TOTAL OTHER ASSETS			1,470.00

TOTAL ASSETS			\$ 249,273.51

RENAISSANCE PROPERTIES

BALANCE SHEET
APRIL 30, 1985
(CONTINUED)
UNAUDITED

LIABILITIES

CURRENT LIABILITIES

ACCOUNTS PAYABLE	\$	14,589.89
ACCRUED EXPENSES		14,254.00
CONSTR NOTE-LAND		42,200.00
DUE FROM W. CONC. D/A		3,795.88
LOAN-OFFICER		45,237.95
FEDERAL TAXES W/H		990.61
FICA TAXES W/H		433.14
STATE TAXES W/H		1,400.41
INCOME TAXES PAYABLE		(267.00)

TOTAL CURRENT LIABILITIES \$ 122,634.88

TOTAL LIABILITIES 122,634.88

STOCKHOLDER'S EQUITY

CAPITAL STOCK	\$	58,500.00
ADDITIONAL PAID IN CAPITL	(6,226.46)	52,273.54
RETAINED EARNINGS		74,365.09

TOTAL STOCKHOLDERS EQUITY 126,638.63

TOTAL LIAB AND EQUITY \$ 249,273.51

AGREEMENT

AGREEMENT made this day of January, 1986 by and between the Boston Redevelopment Authority (the "Authority") and 2 Clarendon Street Realty Partnership, a Massachusetts partnership of which Roger E. Tackeff and Michael A. Leabman are the sole partners (together with its successors and assigns, the "Developer") regarding the premises (the "Premises") known as the Clarendon Street Baptist Church and numbered as 2 Clarendon Street, Boston, Massachusetts, more particularly described on Exhibit A attached hereto and a part hereof (the "Premises").

RECITALS

WHEREAS the Authority previously designated the Premises for acquisition pursuant to the South End Urban Renewal Plan (the "Renewal Plan"), and

WHEREAS the Authority desires and the Developer agrees that any development of the Premises occur in a manner which is consistent with the rehabilitation guidelines of the Renewal Plan, and

WHEREAS, the Authority and the Developer agree that the development of the Premises should occur with maximum community participation, and

WHEREAS the Developer has executed a Purchase and Sale Agreement dated May 14, 1985, regarding the Premises pursuant

to which it will acquire the Premises from the Church of Christ in Lexington, the present owner, upon execution of this Agreement and completion of certain actions described herein, and

WHEREAS Sections 403 and 808 of the Renewal Plan permit the Authority to enter into this Agreement with the Developer and provide for certain development guidelines,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

AGREEMENTS

1. The Authority has taken such formal and legal steps as are required (a) to delete the Premises from designation as a public acquisition parcel under the Renewal Plan, (b) to provide that residential uses are permitted uses on the Premises under the Renewal Plan, and (c) to amend such other provisions of the Renewal Plan as are required to permit development of the Premises in the manner set forth in the Development Proposal (defined below) including, without limitation, Chapter VI of the Renewal Plan titled "Land Use, Building Requirements, and Other Controls". A certified copy of the vote of the Authority effecting such actions is attached hereto as Exhibit B. In reliance on such vote and this Agreement, the Developer will acquire the Premises pursuant to the aforementioned Purchase and Sale Agreement. Except as permitted pursuant to Section 17 hereof,

the Authority shall not designate the Premises for public acquisition or acquire the Premises.

2. The Authority has agreed to enter into this Agreement pursuant to the provisions of Sections 403 and 803 of the Renewal Plan and subject to the general standards and procedures set forth in Chapter VIII of the Renewal Plan.

3. The Developer has heretofore furnished to the Authority the general outlines of a proposal for residential development of the Premises, a copy of which is attached hereto as Exhibit C (the "Development Proposal"). The parties acknowledge that the Development Proposal is preliminary, that it will require certain zoning variances and approvals from the City of Boston Board of Appeal (the "Board of Appeal") before it can be effected, and that the final development plan may differ from that contained in Exhibit C.

(a) It is the parties' intention that the improvements to be constructed on the Premises (the "Improvements") shall be subject to design review by the Authority as described in the Authority's publication entitled "Development Review Procedures" as set forth in Exhibit D attached hereto and this Agreement which shall be followed by the Developer in obtaining the Authority's approval hereunder. The Development Review Procedures set forth, among other matters, the formal stages of submissions and approvals for the design documentation relating to the Improvements. The several phases of the design documen-

tation are the Schematic Design Plans, the Design Development Plans, and the Final Plans and Specifications. In the event that any provision of the Development Review Procedures shall be inconsistent with any provision of this Agreement, then the terms of this Agreement shall prevail over such inconsistent provision. Notwithstanding the time periods for approvals of various stages of the design documentation set out below, the Developer shall submit Final Plans and Specifications for the Improvements which meet the requirements of this Agreement and which the Authority will use its best efforts to approve by March 15, 1986.

(b) The parties agree that the Development Proposal attached as Exhibit C is a conceptual plan and does not satisfy the requirements for the first stage of submissions required by the Development Review Procedures which relates to Schematic Design Plans and to the submission of documentation of the Developer's experience and relevant financial information regarding the Developer and the Improvements. The Authority hereby accepts the proposed use of the Premises as set forth in the Development Proposal and as reviewed by the designated community representatives.

(c) The Authority shall designate within 14 days after the date hereof a group of interested individuals from the geographic area in which the Premises are located (the "Development Review Committee") who will consult with the Authority in con-

nection with the review of the three design stages of the Development Review Procedures. At the same time that the Developer makes a submission to the Authority in connection with any of the three design stages, it shall also submit a copy to the Development Review Committee so that the Development Review Committee and the Authority can review submissions simultaneously so as to meet all relevant deadlines. All deadlines set forth in the Agreement concerning the three design stages of the Development Review Procedures, which are applicable to the Authority shall apply equally to the Development Review Committee. The Development Review Committee shall consist of individuals who are duly authorized representatives of the Ellis Neighborhood Association, the Union Park Neighborhood Association, the Eighth Street Neighborhood Association and the South End Historical Society at the time the Development Review Committee is appointed or by other individuals mutually agreed upon by the Developer and the Authority.

(d) The Authority acknowledges that its areas of concern in undertaking the Development Review Procedures and in issuing a Certificate of Completion as hereinafter defined shall be limited to the exterior of the Improvements and any features visible to the general public from the exterior of the Improvements including such visible features as may arise from interior as well as exterior elements, except as specifically provided in this Subparagraph (d), and shall include the following:

- (i) restoration of the Premises, if reasonably practical, to a sound condition so as to create a decent, safe, and sanitary structure which is convenient, useful, attractive, amenable, and structurally sound for the occupants and users thereof;
- (ii) development in a manner which will not cause undue traffic congestion or other adverse effects;
- (iii) limitation of crowding, noise, odors, air pollution, glare, heat, vibration, dirt, or other effects detrimental to the health, safety and general welfare of the community;
- (iv) redesign of the exterior of the Premises in a manner which is architecturally consistent with the surrounding neighborhood and which shall preserve, to the extent feasible given the present condition of the premises and the Development Proposal, the Premises' brick facade without covering such facade with sheathing or siding;
- (v) attractive landscaping of all open areas;
- (vi) provision at the site of the Premises of parking in accordance with the Development Proposal and the use of reasonable, diligent efforts by the Developer to provide additional parking within a reasonable proximity thereof;
- (vii) exterior signs shall be integrated with the overall structural appearance of the developed Premises; shall not adversely affect the general character or appearance of the surrounding neighborhood; shall be restricted to the non-

animated and non-flashing type, identifying only the establishment and nature of its products (this clause shall not prohibit neon lights which are non-animated and non-flashing); shall not project beyond the face of the building more than 24 inches (this clause shall not prohibit the hanging of flags or banners from the face of the building); shall not be located on the exterior facade more than 30 feet above the sidewalk level; shall not project above the roof of the Premises; all of the foregoing restrictions regarding signs being subject to modification or waiver by the Authority.

(e) Within forty-five (45) calendar days (all reference to "days" herein shall be to calendar days and not to business days) after the date hereof the Developer shall submit to the Authority the Schematic Design Plans for the Improvements, as described in the Development Review Procedures. The Authority shall review the Schematic Design Plans and shall, within a good faith target date of fifteen (15) days after receipt thereof but in no event taking more than thirty (30) days after such receipt, either approve the Schematic Design Plans as conforming with this Agreement or notify the Developer in writing of its disapproval, specifying the respects in which the Schematic Design Plans do not conform with this Agreement.

In the event of a disapproval, the Developer shall, within fifteen (15) days after the Developer receives the written

notice of such disapproval, resubmit the Schematic Design Plans altered so as to respond to this Agreement in those respects specified by the Authority as the grounds for disapproval. The resubmission shall be subject to the review and approval of the Authority in accordance with the procedure hereinabove provided for an original submission.

If the Developer receives no notification from the Authority of such disapproval within thirty (30) days after submission of the Schematic Design Plans or any correction thereof, as the case may be, such Schematic Design Plans or corrected Schematic Design Plans shall be deemed approved.

(f) Within forty-five (45) days after the Authority has approved or has been deemed to approve the Schematic Design Plans, the Developer shall submit to the Authority the Design Development Plans for the Improvements, as described in the Development Review Procedures. The Authority shall review the Design Development Plans for conformity with the approved Schematic Design Plans and this Agreement and shall, within a good faith target date of fifteen (15) days after receipt thereof but in no event taking more than thirty (30) days after such receipt, either approve the Design Development Plans as conforming with the approved Schematic Design Plans and this Agreement or notify the Developer in writing of its disapproval, specifying the respects in which the Design Development Plans do not conform with the approved Schematic Design Plans and this Agreement.

In the event of a disapproval, the Developer shall, within fifteen (15) days after the Developer receives the written notice of such disapproval, resubmit the Design Development Plans altered so as to respond to the approved Schematic Design Plans and this Agreement in those respects specified by the Authority as the grounds for disapproval. The resubmission shall be subject to the review and approval of the Authority in accordance with the proced hereinabove provided for an original submission.

If the Developer receives no notification from the Authority of such disapproval within thirty (30) days after submission of the Design Development Plans or any correction thereof, as the case may be, such Design Development Plans or corrected Design Development Plans shall be deemed approved.

(g) Within sixty (60) days after the Authority has approved or has been deemed to approve the Design Development Plans, the Developer shall submit to the Authority the Final Plans and Specifications for the Improvements as described in the Development Review Procedures. The Authority shall review the Final Plans and Specifications for conformity with the approved Design Development Plans and this Agreement and shall, within a good faith target date of fifteen (15) days after receipt thereof but in no event taking more than thirty (30) days after such receipt, either approve the Final Plans and Specifications as conforming with the approved Design Develop-

ment Plans and this Agreement or notify the Developer in writing of disapproval, specifying the respect in which the Final Plans and Specifications do not conform with the approved Design Development Plans and this Agreement.

In the event of a disapproval, the Developer shall, within fifteen (15) days after the Developer receives the written notice of such disapproval, resubmit the Final Plans and Specifications altered so as to respond to the approved Design Development Plans and this Agreement in those respects specified by the Authority in accordance with the procedure hereinabove provided for an original submission.

If the Developer receives no notification from the Authority of such disapproval within thirty (30) days after submission of the Final Plans and Specifications or any correction thereof, as the case may be, such Final Plans and Specifications or corrected Final Plans and Specifications shall be deemed approved.

(h) The Authority acknowledges that delays in the Development Review Procedures may be critical to the cost of developing the Improvements and agrees that the Authority shall act in a timely manner with respect to time periods for approval or disapproval by the Authority of design materials submitted by the Developer.

(i) Once Final Plans and Specifications have been approved, the only further submissions to be made by the Developer to the Authority for review hereunder will be any requests for

change orders in the construction of those items subject to the Development Review Procedures that are considered to be substantial and would thus require further Authority review to determine their consistency with the previously approved Final Plans and Specifications. Such change orders issued and implemented subsequent to approval by the Authority of Final Plans and Specifications and relating to the following aspects of the work constitute a substantial deviation from said approved Final Plans and Specifications: any change in parking, building materials and similar changes any of which would be observable by the general public. The Developer agrees that no such change order will be issued or implemented unless such change order shall have been submitted to and approved in writing by the Authority prior to its issuance or implementation. If the Authority shall neither approve or disapprove in writing within five (5) days of receipt of such change order then it shall be treated as having been approved.

In the event the Developer shall fail to comply with the foregoing requirement in a material respect, the Authority may, within a reasonable time after discovery thereof by the Authority, direct in writing that the Developer so modify or reconstruct such portion or portions of the Improvements erected or being erected on the Premises as are not in material conformance with the approved Final Plans and Specifications or any approved modifications thereof, or change order therefor as to bring them

into conformance therewith. The Developer shall promptly comply with such a directive. In addition to any other remedies available under this Agreement, the Authority may enforce the provisions of this Subsection (i) by an action in a court of appropriate jurisdiction to compel specific performances.

(j) Notwithstanding the foregoing, the Developer may submit to the Authority plans and specifications for purposes of beginning work with respect to certain elements of the Improvements which may include such site work, foundation work and other similar items which the Developer proposes to begin on a "fast-track" basis. The Authority will promptly review such plans and specifications for "fast-track" construction in conjunction with the then current stage of the Development Review Procedures, and shall not unreasonably refuse to approve commencement of work on specific "fast-track" construction elements which are demonstrated to the reasonable satisfaction of the Authority to be consistent with those portions of the design materials previously approved. Approval of "fast-track" construction elements shall not waive the Authority's subsequent rights with respect to review and approval of all design materials. In the event the Developer shall fail to comply with the foregoing requirements in any material respect, the Authority may, within a reasonable time after discovery thereof by the Authority, direct in writing that the Developer so modify or reconstruct such portions of the Improvements erected or being

erected on the Premises on such a "fast track" basis as are not in material conformance with the aforesaid "fast track" approval by the Authority. The Developer shall promptly comply with such a directive. In addition to other remedies available to it under this Agreement and otherwise, the Authority may enforce the provisions of this Subsection (j) by an action in a court of appropriate jurisdiction to compel specific performance.

4. As part of the Developer's submissions to the Authority, it agrees to submit such of the financial requirements under Section II of the Development Review Procedures as are applicable to it.

5. Based on present progress, the Developer expects that construction of the Improvements will commence on about July 1, 1986, and will require approximately twelve (12) additional months for completion. Subject to the terms of Section 17 hereof, the Developer expects that the Improvements will be completed and initially occupied and placed in operation by September 1, 1987.

6. The Authority will informally advise the Developer concerning, and will actively cooperate with and publicly support the Developer's efforts to obtain, the issuance by the Board of Appeal of all exceptions, variances, and other departures from the normal application of applicable zoning and building codes to the Improvements and the drawings and specifications therefor which may be necessary in order to obtain issu-

ance of all required building permits. The Developer may make any application to the Board of Appeal for any such relief at any time, but shall not appear before the Board in any formal proceeding in connection with such applications until the Authority has approved or has been deemed to approve the Schematic Design Plans.

7. It shall be a precondition of the Developer's obtaining a building permit that it have received from the Authority such of the approvals of design documents required herein as are needed prior to commencement of construction, whether on a "fast-track" basis or on a so-called regular construction basis. Such approvals are not to be unreasonably withheld by the Authority. Notwithstanding the foregoing, no prior approvals of the Authority shall be required prior to the Developer's obtaining a demolition permit or a permit for other work necessary to secure the condition of the building on the Premises, but the Developer shall promptly notify the Authority of any application made by the Developer for such permit.

8. If the Developer shall determine after the date hereof that it has become infeasible, for whatever reason, to proceed with the whole or a portion of the Development Proposal, then the Developer will notify the Authority of its intent and of the reasons for not being able to proceed. Without in any way restricting the foregoing provision of this Section 8, in the event that the Developer decides, based on economic conditions

that work on unreasonable hardship on the Developer, not to proceed with the Development Proposal and to change the anticipated use of the Premises the Developer shall request the Authority's approval of such change of use and such approval shall not be unreasonably withheld. The changed use shall be implemented consistent with the design review procedures set forth in this Agreement and the Renewal Plan. The Authority shall cooperate with the Developer in promptly reviewing any modification, alteration or amendment to the Development Proposal, Schematic Design Plans, Design Development Plans or Final Plans and Specifications, as the case may be, subject to the Development Review Procedures set forth in this Agreement, and, consistent therewith, shall amend the land use and other requirements of the Renewal Plan, and shall act consistently with Section 6 hereof, all in order to allow the Developer the opportunity to develop the land owned by Developer in accordance with the applicable zoning or such other uses as are permitted under any portion of this Agreement including but not limited to those set forth in Section 1(b) hereof.

9. The Authority shall have the right to inspect the Premises from time to time upon reasonable notice to the Developer so as to determine whether the Developer is constructing the Improvements substantially in accordance with the approved Final Plans and Specifications, except as they may have been modified pursuant to the terms hereof. If the Authority deter-

mines pursuant to such an inspection that such construction is not substantially in accordance with such Final Plans and Specifications as modified, the Authority shall, within a reasonable period of time after such inspection, give notice of such substantial breach to the Developer. Such notice shall state why it is being issued, shall specifically describe the substantial breach and what work is required to cure such substantial breach and may require that the breach be cured pursuant to a reasonable proposed schedule.

10. The Developer shall at all times have the right to encumber, pledge, or convey its rights, title and interest in and to the Premises and the Improvements, or any portion or portions thereof, by way of a bona fide mortgage to secure the payment of any loan or loans obtained by the Developer to finance the acquisition of the Premises and the development, construction, repair or reconstruction of the Improvements, or to refinance any outstanding loan or loans therefor obtained by the Developer for any such purpose. The holder of any such mortgage (including such holder who obtains title to the Premises and the Improvements or any portion or portions thereof by foreclosure or action in lieu thereof) shall not be obligated by the Agreement to construct or complete the Improvements or to guarantee such construction or completion. However, if a mortgagee, through the operation of its contract to finance the acquisition of the Premises and development of the Improvements, by foreclo-

sure or action in lieu thereof, acquires fee simple title to the Premises and the Improvements or any portion or portions thereof prior to the issuance of a Certificate of Completion in accordance with Section 15, such mortgagee shall have the following options ("Option A" and "Option B," respectively):

(a) Complete construction of the Improvements in accordance with the approved Final Plans and Specifications and any approved change orders, and this Agreement, and in all other respects comply with the provisions of this Agreement; or

(b). Sell, assign, or transfer fee simple title to the Premises and Improvements or any portion or portions thereof to a purchaser, assignee or transferee who shall expressly assume all of the covenants, agreements and obligations of the Developer under this Agreement by written instrument satisfactory to the Authority and recorded forthwith in the Suffolk County Registry of Deeds.

Notwithstanding the provisions of the foregoing sentence, if any such mortgagee shall elect Option (a), then the period for measuring whether such mortgagee has been "substantially inactive for a period of 12 months or longer" for purposes of Section 17 of this Agreement shall commence on the day that the mortgagee so acquires the fee simple title to the Premises and the Improvements or any portion or portions thereof, and if any such mortgagee shall elect Option (b), then the period for measuring whether such purchaser, assignee or transferee has

been "substantially inactive for a period of twelve months or longer" for purposes of Section 17 of this Agreement shall commence on the day any such purchaser, assignee or transferee acquires the fee simple title to the Premises and the Improvements or any portion or portions thereof.

11. In the event that a mortgagee elects to complete construction pursuant to Option (a) or sells, assigns or transfers pursuant to Option (b), upon substantial completion of construction of the Improvements in accordance with this Agreement, the mortgagee or purchaser, as the case may be, shall be entitled to the Certificate of Completion pursuant to Section 15.

12. In no event shall any mortgagee be liable for breaches of this Agreement prior to the time it acquires title or takes possession of the Premises or Improvements (or portion thereof) or after it shall convey title or possession provided that development, construction, ownership and operation of the Premises and Improvements (or portion thereof) shall be subject to compliance with this Agreement.

13. If the Authority gives written notice to the Developer of a breach under this Agreement, the Authority shall forthwith furnish a copy of the notice to each of the mortgagees of record of the Improvements. To facilitate the operation of this Section, the Developer shall at all times keep the Authority provided with an up-to-date list of names and addresses of mortgagees from whom the Developer has obtained loans. Any such

mortgagee or holder may notify the Authority of its address and request that the provisions of Section 18 with respect to notices apply to it. The Authority agrees to comply with any such request.

14. If the Developer has received notice from the Authority of a breach under this Agreement and such breach is not cured by the Developer within a reasonable time, the holders of record of mortgages on the Improvements may cure any breach upon giving written notice of their intention to do so to the Authority within 180 days after such holder receives such notice of breach, and shall thereupon proceed with due diligence to cure such breach, but such extension of time shall not extend the time by which the Developer is required to complete the Improvement as set forth in Section 17 hereof. If any mortgagee elects so to cure any breach, and does so cure, such mortgagee or its transferee will be entitled to receive the Certificate of Completion hereunder in accordance with Section 15.

15. The Developer shall not apply for, and shall not be entitled to obtain, a certificate of occupancy for the Improvements without having first obtained from the Authority an instrument (the "Certificate of Completion") certifying that the Improvements or the portion thereof for which a certificate of occupancy is being sought have been substantially completed. For purposes of this Agreement, the term "completed substantially" shall mean that the Improvements or such portion of the

Improvements for which the Developer is seeking a Certificate of Completion is sufficiently complete so that the owner or tenant can occupy the Improvements or such portion for the use for which it is intended, in accordance with approved Final Plans and Specifications and any approved change orders, except for punchlist items, which shall be defined for purposes of this Agreement as items which are minor in nature and can be corrected or completed without substantial interference with the occupancy of the Improvements or such portion, and landscaping and other similar work which cannot be completed because of climatic conditions. The Authority agrees to furnish the Developer with a Certificate of Completion in recordable form for all or any portion of the Improvements substantially completed in accordance with the terms of this Agreement, certifying that all or such portion of the Improvements is substantially complete and that the Developer has complied with all of the terms and conditions of this Agreement with respect to the affected part of the Improvements. The Developer agrees that the Authority shall be under no obligation to issue a Certificate of Completion until such time as the Authority has had a reasonable opportunity to inspect the Improvements. If the Authority shall refuse or fail to provide such Certificate of Completion in accordance with the provisions of this Section, the Authority shall, within ten (10) business days after receipt by the Authority of a written request for a Certificate of Completion

by the Developer, provide the Developer with a written statement indicating in adequate detail in what respects the Developer has failed substantially to complete the Improvements or such portion in accordance with the provisions of this Agreement or is otherwise in default and what measures or acts will be necessary, in the reasonable opinion of the Authority, for the Developer to take or perform in order to obtain such Certificate of Completion. Notwithstanding any other provisions of this Agreement, if the Authority shall refuse or fail to provide the Developer with such a written statement within ten (10) business days of a written request for a Certificate of Completion by the Developer, the Certificate of Completion for the Improvements or such portion for which the Certificate of Completion has been requested shall be deemed to have been issued for all purposes, the Authority shall have waived any right to approve or disapprove the Improvements or such portion thereof, the Authority shall forthwith confirm such issuance of a Certificate of Completion by issuing a recordable confirmatory Certificate of Completion to the Developer and the Developer shall be entitled to obtain specific performance ordering that such instrument be issued.

16. For the purposes of any of the provisions of this Agreement, neither the Authority nor the Developer, as the case may be, shall be considered in breach of or default in its obligations hereunder in the event of unavoidable delay in the per-

formance of such obligations due to causes beyond its control and without its fault or negligence, including but not restricted to, acts of God, or of the public enemy, acts of the sovereign, acts of the other party, fires, floods, or other casualties, epidemics, quarantine restrictions, labor disputes, freight embargoes, and unusually severe weather or delays of contractors and subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of such party shall be extended for the period of the enforced delay, provided, that the party seeking the benefit of the provisions of this Section shall, within thirty (30) days after the beginning of any such enforced delay, have first notified the other party thereof in writing stating the cause or causes thereof and requested an extension for the period of the enforced delay. In calculating the length of the delay, the Authority and the Developer shall consider not only actual work stoppages but any reasonable consequential delays resulting from such stoppages as well.

17. The Authority shall have the right to take the Premises pursuant to its standard taking procedures in the event that the Developer or its successors are substantially inactive for a period of twelve months or longer in progressing with the Improvements to the Premises as herein described unless any such inaction is due to an unavoidable delay in the performance of

its obligations due to causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, or of the public enemy, acts of the sovereign, acts of the Authority, fires, floods, or other casualties, epidemics, quarantine restrictions, labor disputes, unusually severe weather, freight embargoes, economic conditions that work an unreasonable hardship on the Developer, community pressures or opposition, filed or pending lawsuits which adversely affect the Developer's ability to commence or to continue construction, acquire title or use or occupy any portion of the Premises, provided the Developer exercises reasonable due diligence in pursuing judicial resolution of such suits, or delays of contractors and subcontractors due to any such causes.

"[A]ctivity in progressing with the Improvements" as used in this Section shall include but not be limited to any of the following: 1. the Developer is in the process of negotiating a contract or other terms with architects, engineers, the Authority, contractors, subcontractors, lenders and any other individuals or entities who are to participate directly or indirectly in the development of the Premises; 2. any employees of the Developer, or any persons or entities which have contracted with the Developer are performing work which is a part of developing the Premises including, but not limited to, measuring and testing the soil and current structures on the Premises, preparing engineering and architectural plans, negotiating and/or

drafting legal documents relevant to the financing of the Improvements or to other legal aspects of the development of the Premises; 3. the Developer, its agents, contractors or employees are either negotiating with or complying with the orders or instructions of the City of Boston, any subdivision thereof, the Authority, any court of law, any quasi-judicial administrative board or any other public or semi-public body such as a neighborhood task force or historical society; or, 4. the purchase, shipping and collecting of all building materials necessary to the Improvements as well as the actual preparation for and commencement of the construction. This paragraph is not meant to constitute a comprehensive or complete explanation of what is not "inactivity in progressing with the Improvements"; rather, it is intended to give a sense of what is meant by the phrase.

During the three phases of the design documentation pursuant to the Development Review Procedures a period of inactivity, should it occur, shall be measured from the date on which the Authority has either (1) approved or been deemed to approve a submission or (2) provided the Developer with a written notice of disapproval.

In the event that the Authority elects to pursue its right hereunder to take the Premises, it shall give the Developer thirty (30) days advance written notice thereof. If the Developer during said thirty-day period recommences the development

of the Premises and provides the Authority with proof and assurances which shall be to the Authority's reasonable satisfaction that such inactivity is not likely to recur, then the Authority shall not at that time exercise its right to take the Premises.

Notwithstanding the foregoing, the Authority's right to take possession of the Premises under this Section 17 shall be exercisable by the Authority if by no unreasonable delay caused by the Authority a Certificate of Completion has not been issued to the Developer on or before May 1, 1989.

Any right of the Authority to take the Premises under this Agreement, the Renewal Plan or for any reason shall be irrevocably waived and released by the Authority upon the issuance of a Certificate of Completion or upon the acquisition of all or a portion of fee simple title to the Premises and/or the Improvements by the holder of any mortgage referred to in Section 10 of this Agreement.

18. Any notice given hereunder shall be deemed duly given when made in writing and mailed by registered or certified mail, postage prepaid, return receipt requested, addressed in the case of the Developer to the Developer at:

Roger E. Tackeff and
Michael A. Leabman
c/o Renaissance Property, Inc.
50 Berkeley Street
Boston, MA 02116

with a copy to:

Dale A. Linder
Choate, Hall & Stewart
53 State Street
Exchange Place
Boston, MA 02109

and in the case of the Authority to the Authority at:

City Hall Square
(9th Floor)
Boston, MA 02201
(Attention: Richard Garver)

provided that either party may, by written notice to the other, designate another address which shall upon receipt by the other become the effective address of such party for the purposes of this clause.

19. The Authority agrees to look solely to the Developer's (or each of its nominee's or successors', including any mortgagee of the Premises, as the case may be) interest in the Improvements for any claim against the Developer or any such successor arising under this Agreement. Neither the Developer nor any trustee, beneficiary, partner, manager, agent or employee of the Developer (or of its successors) shall ever be personally or individually liable; nor shall it or they ever be answerable or liable in any equitable proceeding or order beyond the extent of its or their interest in the Improvements.

20. Execution of this Agreement by the Authority is duly authorized and made pursuant to a vote of the Board of Directors of the Authority dated _____, 1986, a certified copy of which is attached hereto as Exhibit [B or F]. The Authority

hereby authorizes the Director from time to time of the Authority to approve all plans referenced herein and to provide the Certificate of Completion referenced herein, provided that such plans and the completed Improvements conform, in the discretion of such Director, to the terms of this Agreement, and the vote referred to in the preceding sentence of this Section shall be deemed to be approval by the Board of Directors of such authorization.

21. This Agreement is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire agreement between the parties, is binding upon and enures to the benefit of the parties hereto and their respective successors (including mortgagees and other successors in interest or title in accordance with provisions hereof), assigns and legal representatives, and may be cancelled, modified, or amended only by a written instrument executed by both parties.

22. The Developer has the right to sell, assign or transfer fee simple title to the Premises and Improvements or any portion or portions thereof to a purchaser, assignee or transferee who shall expressly assume all of the covenants, agreements and obligations of the Developer under this Agreement by written instrument reasonably satisfactory to the Authority. The Developer intends to designate Roger E. Tackeff and Michael A. Leabman, Trustees of 2 Clarendon Street Realty Trust (the "Trust") under Declaration of Trust dated November 15,

1985, recorded with Suffolk Registry of Deeds in Book 12061, Page 288, as its nominee to acquire title to the Premises pursuant to the terms of the Purchase and Sale Agreement with the present owner. The sole beneficiary of the Trust is a Massachusetts partnership (the "Partnership") of which the sole partners are Roger E. Tackeff and Michael A. Leabman. The Authority consents to the designation by the Developer of such title nominee.

23. The Developer agrees that any office use that it makes of the Premises will be for purposes of marketing or managing the Premises, and the Authority hereby consents to such use.

BOSTON REDEVELOPMENT AUTHORITY

Approved as to Form:

Chief General Counsel
Boston Redevelopment
Authority

By: _____
Stephen J. Coyle, Director

DEVELOPER:

2 CLARENDON STREET REALTY PARTNER-
SHIP

By: _____
Roger E. Tackeff, General
Partner

By: _____
Michael A. Leabman, General
Partner

INDEX TO EXHIBITS

- A - Legal Description of Premises
- B - Vote of Authority Deleting Premises from Takings Designation and otherwise amending South End Urban Renewal Plan
- C - Redevelopment Proposal
- D - Development Review Procedures
- E - Authority's Letter Approving Redevelopment Proposal
- F - Vote of Authority Authorizing Execution of this Agreement (if Separate from Exhibit B)

62521

ELLIS NEIGHBORHOOD ASSOCIATION, INCORPORATED
Post Office Box 961, Back Bay Annex, Boston, MA 02117

January 17, 1986

Mr. Stephen Coyle, Director
Boston Redevelopment Authority
City Hall
1 City Hall Plaza
Boston, MA 02201

Re: Clarendon Baptist Church

Dear Mr. Coyle:

The Ellis Neighborhood Association requests that the BRA delete this parcel from its acquisition list in order that Renaissance Properties may proceed with its purchase and development of the parcel. While we customarily do not endorse development proposals, we want this project to move ahead expeditiously in order to eliminate the dangerous and unsightly conditions on the site and return it to attractive and productive use.

There had been discussion of setting up an inter-neighborhood committee to review the proposed designs for this parcel. Given Renaissance Properties' extensive track record in the South End, we no longer believe that such a commission is essential. We do, however, wish to retain design review over the project (Renaissance Properties has already assured us that such design review is acceptable).

Very truly yours,

Joseph F. Park, Jr. (AFH)

Joseph F. Park, Jr.
President

cc: Ricardo Millett
Maria Faria



SOUTH END HISTORICAL SOCIETY, INC.

January 17, 1986

Mr. Stephen Coyle
Director
Boston Redevelopment Authority
One City Hall Plaza
Boston, MA 02201

COPY

RE: Clarendon Baptist Church

Dear Mr. Coyle:

The South End Historical Society urges the BRA to remove the Clarendon Baptist Church site from its acquisition list so that Renaissance Properties can proceed with the purchase of the property.

The South End Historical Society has reviewed preliminary plans for this project. Both the architect and the developer, as residents of the South End, have shown great sensitivity to the design problems presented by this very difficult site. We look forward to a continuing review of the project as it progresses.

Sincerely,

Arthur F. Howe
President

cc: Ricardo Millett
Maria Faria